



County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://cao.co.la.ca.us>

DAVID E. JANSSEN  
Chief Administrative Officer

June 15, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

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Fifth District

**FIVE-YEAR OPTION TO RENEW LEASE NO.72059  
PROBATION DEPARTMENT - 321 EAST AVENUE K-4, LANCASTER  
(FIFTH DISTRICT) (3-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chairman to exercise the five-year option to extend the current lease with Dennis Oberman, as Trustee of the Dennis Oberman and Edith Oberman First Amended Inter Vivos Trust Agreement, (Landlord) for 6,400 rentable square feet of office space located at 321 East Avenue K-4, Lancaster, for use by the Probation Department (Probation), at an annual cost of approximately \$103,302 on a full-service basis, whereby the Landlord pays all costs associated with the property. All rent expenses associated with the subject program are Net County Cost (NCC).
2. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board and Section 15062 (b) (3) of the State CEQA Guidelines.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Exercising the renewal option will allow Probation to continue operation at this location which houses the department's Juvenile Field Services Office which consists of managers, Deputy Probation Officers (DPO) and clerical staff. The office provides services to the Antelope Valley Delinquency Courts and juvenile clients and their families in the Antelope Valley. Specific services provided by the DPO include investigation, transitional living and school based programs for client and client families.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The Countywide Strategic Plan directs that we provide the public with easy access to quality information and services that are both beneficial and responsive (Goal 1), as further outlined in Attachment A.

### **FISCAL IMPACT/FINANCING**

The annual first year cost of this five-year lease renewal will be \$103,302.

<b>321 E. AVENUE K-4, LANCASTER</b>	<b>EXISTING LEASE</b>	<b>PROPOSED LEASE</b>	<b>CHANGES</b>
Area (Square feet)	6,400	6,400	None
Term	06/15/1989 – 06/14/2004	06/15/2004 – 06/14/2009	New 5-year term
Maximum 1 <sup>st</sup> yr Rent	\$101,766 (approximately \$15.90/sq.ft.)	\$103,302 (approximately \$16.14/sq.ft.)	+ \$1,536 /yr. ( Rent includes operating expense rent increase for the new term of \$128 month)
Tenant Improvements	\$25,014 annually	None	Amortized tenant improvements paid off.
Parking Included in Rent	30 off-street spaces	30 off-street spaces	None
Cancellation	Anytime after the 36 <sup>th</sup> month of term upon 60 days notice	Anytime upon 60 days prior written notice	None
Option to Renew	One (5-year) option	No option	Exercising 5-year option
Rental Adjustment	Annual CPI Capped at 5% of base year Operating Expense Rent (\$2,560) or \$128 monthly.	Annual CPI Capped at 5% of base year Operating Expense Rent (\$2,560), or \$128 monthly.	None

Sufficient funding for the proposed renewal is included in the 2004-2005 Proposed Rent Expense Budget and will be charged back to Probation. Sufficient appropriation will be available in the 2004-2005 budget for Probation to cover the projected lease costs.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed five-year renewal option with Dennis Oberman, as Trustee of the Dennis Oberman and Edith Oberman First Amended Inter Vivos Trust Agreement, provides 6,400 rentable square feet of office space and 30 parking spaces for the 45 Probation staff and retains the same terms and conditions as the current lease. The lease renewal option contains the following provisions:

- Full-service lease, whereby Landlord pays all costs associated with the premises.
- Annual Consumer Price Index adjustment capped at five percent of operating expense budget of \$2,560 (base year), or a maximum annual increase of \$1,536.
- The lease provides 30 parking spaces which is less than the 80 percent County guideline which in this case would equate to 36 spaces based on the number of staff at the site. Due to budget constraints Probation cannot purchase additional spaces at this time. However, the DPO provide services to clients in the field and at the Delinquency Courts which reduces the demand for staff parking at this location.
- A cancellation provision allows the County the right to cancel at any time during the option period by giving Landlord 60 day's prior written notice.

CAO Real Estate staff conducted a survey within the project area to determine the availability of comparable and more economical sites to lease. Attachment B shows all County-owned or leased facilities in the proximity of the service area. An evaluation is currently underway to determine the feasibility of placing the program in approximately 6,500 square feet of three contiguous free-standing County owned modular units which are located on the campus of the Lancaster Juvenile Court, 1040 West Avenue J. If relocation of the program to County owned space proves feasible, the right to cancel during the option period will be exercised by providing 60 days prior written notice.

The Honorable Board of Supervisors  
June 15, 2004  
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Based upon a survey of similar properties in the specified area, staff has determined that the annual rental range for similar property is between \$16.00 and \$18.00 per square foot annually. Thus, the base annual rental rate of \$16.14 provided in the proposed lease renewal is within the market range for the area.

The Department of Public Works has inspected this facility and finds it suitable for the County's occupancy.

There is no space available at the existing site for a child care facility.

#### **LEGAL/NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT**

The CAO has made an initial study of environmental factors and has concluded that this project is exempt from CEQA pursuant to Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and Section (b) of the State CEQA Guidelines.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

It is the finding of the CAO that the proposed exercise of the lease renewal option will allow Probation to continue program operations in the existing space until such time as a determination is made regarding the feasibility of relocating to County owned space. In addition, if the program is relocated to County owned property, in the future the County's fiscal capacity will be strengthened (Strategic Plan Goals, Goal 4).

In accordance with your Board's policy on the housing of any County offices or activities, Probation concurs in the lease recommendation.

The Honorable Board of Supervisors  
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**CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors return two originals of the certified copies of the Minute Order and the adopted, stamped Board letter to the CAO, Real Estate Division at 222 South Hill Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90012.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a stylized flourish at the end.

DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:CWW  
CEM:TS:hd

Attachments (3)

c: County Counsel  
Auditor-Controller  
Probation

321E-AveK4.b

**DEPARTMENT OF PROBATION  
321 EAST AVENUE K-4, LANCASTER**

Asset Management Principles Compliance Form<sup>1</sup>

1.	<b><u>Occupancy</u></b>		Yes	No	N/A
	A	Does lease consolidate administrative functions? <sup>2</sup>			X
	B	Does lease co-locate with other functions to better serve clients? <sup>2</sup> Existing leased building is stand alone.		X	
	C	Does this lease centralize business support functions? <sup>2</sup>			X
	D	Does this lease meet the guideline of 200 sq.ft of space per person? <sup>2</sup> No, but Probation has requested to renew lease at existing facility due to budgetary constraints and can operate with 142 sq.ft. of space per person.		X	
2.	<b><u>Capital</u></b>				
	A	Should program be in leased space to maximize State/Federal funding?		X	
	B	If not, is this a long term County program?	X		
	C	Is it a substantial net County cost (NCC) program 100% NCC	X		
	D	If yes to 2 B or C; capital lease or operating lease with an option to buy?		X	
	E	If no, are there any suitable County-owned facilities available? (see Response 3C)	X		
	F	If yes, why is lease being recommended over occupancy in County-owned space? (see Response 3C)			
	G	Is Building Description Report attached as Attachment B?	X		
	H	Was build-to-suit or capital project considered? A building of only 6,400 square feet would not be cost effective to build.		X	
3.	<b><u>Portfolio Management</u></b>				
	A	Did department utilize CAO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered? An evaluation is currently underway to determine the feasibility of placing the program in County owned space at 1040 W. Avenue J, Lancaster.	X		
	D	Why was this program not co-located? (See Response 3C)			
		1. ___ The program clientele requires a "stand alone" facility			
		2. ___ No suitable County occupied properties in project area.			
		3. ___ No County-owned facilities available for the project.			
		4. ___ Could not get City clearance or approval.			
		5. ___ The Program is being co-located.			
	E	Is lease a full service lease? <sup>2</sup>	X		
	F	Has growth projection been considered in space request?		X	
	G	Has the Dept. of Public Works completed seismic review/approval?	X		
		<sup>1</sup> As approved by the Board of Supervisors 11/17/98			

<sup>2</sup>If not, why not?

## Attachment B

### SPACE SEARCH – WITHIN SERVICE AREA OF PROBATION CLIENT PARTICIPANTS, 321 EAST AVENUE K-4, LANCASTER PROBATION DEPARTMENT

LACO	FACILITY NAME	ADDRESS	SQ. FT. GROSS	SQ. FT. NET	OWNERSHIP	SQ. FT. AVAIL
0059	PW Road –Div #551 Maintenance	4859 W Ave L-12 Quartz Hill	1,250	1,125	OWNED	NONE
D620	Public Library-Quartz Hill	42018 N 50 <sup>th</sup> St. W., Quartz Hill	3,530	3,291	LEASED	NONE
B636	DPSS Lancaster Office Center	43770 N 15 <sup>th</sup> Street W, Lancaster	4,020	3,901	LEASED	NONE
A079	Assessor's Regional Office	251 E Avenue K-6, Lancaster	15,338	13,712	LEASED	NONE
A035	Board of Supervisors 5 <sup>th</sup> District Field Office	1113 W 4 <sup>th</sup> Street W, Lancaster	1,241	1,164	LEASED	NONE
X511	Antelope Valley Courthouse	42011 4 <sup>th</sup> St, W, Lancaster	389,000	267,610	FINANCED	NONE
A008	Antelope Valley Service Center	335 A E Avenue K-6, Lancaster	51,000	242,803	LEASED	NONE
A433	Antelope Valley Service Center B	349 A-B E Avenue K-6, Lancaster	51,000	33,932	LEASED	NONE
A492	DPSS Lancaster IHSS Annex	43424 Copeland Cir., Lancaster	2,400	2,280	LEASED	NONE
X495	PW Waterworks North Maintenance Area	260 E Avenue K-8 Between K-8 and K-10, Lancaster	13,200	11,150	OWNED	NONE
A125	Lake Los Angeles Library	16921 E Avenue O, Palmdale	3,245	2,921	LEASED	NONE
A125	Lake Los Angeles Clinic	16921 E Avenue O, Palmdale	2,457	2,211	LEASED	NONE
A380	DPSS Antelope Valley CAIN	1050 E Palmdale Blvd., Palmdale	18,795	17,855	LEASED	NONE
A509	Palmdale Courthouse	38256 Sierra Highway, Palmdale	18,528	16,256	OWNED	NONE
A510	Lancaster Courthouse Complex	1040 West Avenue J, Lancaster	7,279	6,877	OWNED	6,400

NOTICE OF EXERCISE OF OPTION PURSUANT  
TO LEASE NO. 72059  
PROBATION DEPARTMENT  
321 EAST AVENUE K-4, LANCASTER

TO: Dennis Oberman, as Trustee of the Dennis Oberman and Edith Oberman First Amended Inter Vivos Trust Agreement("LESSOR")

FROM: COUNTY OF LOS ANGELES, A BODY POLITIC and CORPORATE ("LESSEE")

DATE: June 15, 2004  
PLACE: LOS ANGELES, CA

RECITALS

A. Lessor and Lessee are the parties to a Lease No. 72059 dated March 16, 1999 (the "Lease"), for certain premises described therein (the "Premises") located at 321 East Avenue K-4, Lancaster (Premises").

B. Lessee now wishes to exercise its Option to extend the term an additional five years by giving notice of such exercise to Lessor, in accordance with Paragraph 2 B. of Lease No. 72059.

Therefore, Lessee hereby notifies Lessor as follows:

1. Lessee hereby exercises Lessee's Option to extend the term of the Lease on the terms and conditions regarding the Option set forth in Lease No. 72059, in compliance with Paragraph 2 B. of Lease, Lessee is enclosing with this notice evidence of the final approval by Los Angeles County Board of Supervisors of their exercise of Lessee's Option.

IN WITNESS WHEREOF, Lessee has executed this Notice of Exercise of Option pursuant to Lease No. 72059 or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this Notice to be executed on its behalf by the Chair of said Board and attested by the Clerk thereof the day, month, and year first above written.



ATTESTED:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk  
of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

LESSEE

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman, Board of Supervisors

APPROVED AS TO FORM:

Office of County Counsel

By Frank E Scott :  
Deputy Frank Scott

Lease:  
 Department: Probation  
 Lessor: Dennis Oberman, as Trustee of  
 the Dennis Oberman and Edith Oberman  
 First Amended Inter Vivos Trust  
 Agreement

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COUNTY OF LOS ANGELES  
CHIEF ADMINISTRATIVE OFFICE  
LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT, made and entered into in duplicate original this 16<sup>th</sup> day of March, 1999, by and between DENNIS OBERMAN AS TRUSTEE OF THE DENNIS OBERMAN AND EDITH OBERMAN FIRST AMENDED INTER VIVOS TRUST AGREEMENT, hereinafter referred to as the Lessor, and the COUNTY OF LOS ANGELES, a body politic and corporate, hereinafter referred to as the Lessee,

W I T N E S S E T H:

1. DESCRIPTION  
OF PREMISES:

The Lessor, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Lessee, upon the following terms and conditions, hereby leases to the Lessee, and the Lessee hereby hires and takes of and from the Lessor, those certain premises located at 321 East Avenue K-4, in the City of Lancaster, in the County of Los Angeles, State of California, more particularly described as follows:

Approximately 6,400 rentable square feet of office space on the first floor of the above described facility, and legally described as the improvements existing upon Lot 17 of Tract 32548 in Book 968 pages 1 through 5, inclusive, of Maps in the office of the County of Los Angeles Recorder.

The Premises shall consist of approximately 6,400 rentable square feet and thirty (30) surface parking spaces. Lessor represents that 6,400 rentable square feet is the maximum amount of square footage available, and that at no time, except by specific amendment to this Lease, will the amount of square footage as contained herein exceed the amount stated above. Lessee shall have the exclusive right within ninety (90) days of approval by the Board of Supervisors to field-measure and verify the exact square footage of the lease premises. All measurements to be taken in accordance with the methods of measuring rentable/usable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996, as promulgated by the Building Owners and Management Association (BOMA) International. Should this measurement be less than the square footage stated above, Lessee shall have the exclusive right to adjust said square footage and reduce the rent in Paragraph 3 accomplished by the mutual execution of a Memorandum of Understanding between the Lessor and the Lessee. Lessor acknowledges that he has marketed the space at the above indicated amount and in the event of subsequent physical measurements, Lessor agrees there will be no adjustment made to either the square footage or the rent in the event the measured square footage exceeds the amount represented by the Lessor.

2. TERM:

A. Original Term:

The term of this Lease shall be for a period of five (5) years beginning upon completion of improvements by Lessor evidenced by the issuance of a Certificate of Occupancy (or a Temporary Certificate of Occupancy), or a final sign-off, if applicable) by the City of Lancaster, pursuant to Paragraph 26 and acceptance thereof by the Lessee, but in no event later than August 1, 1999, and ending five (5) years thereafter. Notwithstanding the prior commencement of the Lease term, the rent shall not be due and owing until said Lessee accepts the improvements to be performed by Lessor.

(Signature)

Should there be any delays beyond the control of the Lessor, then the Lease commencement date may be adjusted accordingly upon the mutual consent of Lessee and Lessor. Said acceptance and commencement of rent shall not occur any earlier than thirty (30) days after completion of construction of the telephone intrabuilding network cable (INC) if applicable, and the telephone equipment room, including permanent power and HVAC, in compliance with the attached plans and specifications referenced as Exhibit "A". Additionally, said acceptance and commencement of rent shall not occur any earlier than 15 days after receiving a notice from Lessor indicating that all tenant improvements required have been completed in compliance with the attached plans and specifications (Exhibit A) and the space is ready for beneficial occupancy. In the event Lessee conducts a walkthrough and it is determined by Lessee, at Lessee's sole discretion, that the tenant improvements have not been completed, or the space is not ready for Lessee's occupancy, then, Lessee shall not be obligated to commence the rent per Paragraph 3 herein until actual beneficial occupancy. Additionally, Lessor shall be required to provide Lessee with another notice, and Lessee shall not accept the space any sooner than fifteen (15) days from the date of the second notice. The process may be repeated until the tenant improvements are completed and the space is ready for Lessee's occupancy. Lessee shall not unreasonably withhold its approval. Lessee hereby agrees to make timely inspections and to make timely notices of its approval or disapproval of said work. Lessor and Lessee shall promptly execute the "Memorandum of Commencement Date" attached hereto as Exhibit "B" following commencement of the Lease term subject to any remaining minor punchlist items. The Chief Administrative Officer, is hereby authorized to sign on behalf of Lessee.

B. Options to Renew:

Lessee shall have the option to renew this Lease for a period of five (5) years under the same terms, and conditions and rental rate as contained herein. Lessee, by Chief Administrative Office letter, shall notify Lessor in writing not less than sixty (60) days prior to expiration of the Lease term of Lessee's intention to exercise its option. The actual exercise of the option shall be only by the Board of Supervisors of the County of Los Angeles and no later than three (3) months prior to the expiration of the lease term.

3. RENT:

The Lessee hereby agrees to pay as rent for said demised Premises during the term the sum of Eight Thousand One Hundred Fifty-Seven and No/100 (\$8,157.00) per month, i.e., \$1.27 per rentable square foot per month, payable in advance by Auditor's General Warrant. Rental payments shall be payable within fifteen days after the first day of each and every month of the term hereof provided Lessor has caused a claim therefor for each such month to be filed with the Auditor of the County of Los Angeles prior to the first day of each month. Monthly rent is comprised of base rent equal to \$5,597.00 and operating expense rent equal to \$2,560.00. The operating expense rent is subject to annual increase pursuant to Paragraph 29 of this lease.

4. USE:

Lessor agrees that the Premises together with all appurtenances thereto belonging or in any way

appertaining, shall be used by the Lessee as office space for the Department of Probation and for other governmental purposes or lawful purposes during normal working hours, after normal working hours, and on weekends and holidays as Lessee may desire.

5. CANCELLATION:

Lessee shall have the right to cancel this Lease at or any time after the 36th month of the original term and anytime during the option to renew term by giving Lessor not less than sixty (60) days prior written notice.

In the event Lessee exercises this option during the original term, then Lessee shall reimburse Lessor eighty (80) percent of the remaining unamortized balance, based upon an amortization schedule of 9% interest over a 60 month period, of the tenant improvements and one hundred (100) percent of the remaining unamortized balance, based upon an amortization schedule of 9% interest over a 60 month period, of the additional tenant improvements. The respective costs incurred by Lessor to complete the tenant improvements and additional tenant improvements shall be detailed in Exhibit "E", Memorandum of Tenant Improvement Cost which is incorporated herein.

6. HOLDOVER:

In case Lessee holds over beyond the end of the term provided with the consent express or implied of Lessor, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease, but shall not be a renewal hereof, and the rent shall be at the rate prevailing under the terms of this Lease. Either party may during the holdover cancel this Lease by giving the other party not less than thirty (30) days prior written notice provided however that in the event that notice of the Lessee's intent to exercise the option to renew this Lease has been given and when applicable, negotiations are proceeding in good faith but have not been completed prior to the Lease expiration then the holdover term shall be on a quarterly basis and the Lease may be canceled by either party upon not less than ninety (90) days prior written notice.

7. DAMAGE OR DESTRUCTION:

Lessor agrees that should the demised Premises be damaged by fire, incidents of war, earthquake, or other elements as to render them reasonably unfit for Lessee's occupancy, as determined by Lessee's sole discretion, then this Lease shall be terminated immediately upon the happening of any such event whereupon Lessee shall surrender the Premises and shall not be obligated for any further rental and Lessor shall refund any unearned rent paid in advance by Lessee calculated at a daily rate based on the regular monthly rental.

In the event of any lesser damage by any such cause that results in damage to ten percent (10%) or less of net usable area of the Premises, then Lessor shall commence the repair and restoration of the Premises within fifteen (15) days of the event which necessitated the repair and restoration. In the event of any such cause which results in damage to more than ten percent (10%) of the net usable area of the Premises, then Lessee shall have the right at its sole discretion to either surrender the Premises and not be obligated for any further rental under this Lease and Agreement, or to cause Lessor to commence the repair and restoration of the Premises within fifteen (15) days of the event that necessitated the repair and restoration.

Commencement of the repair and restoration under either of the aforementioned conditions shall require (1) securing the area to prevent injury to persons and/or



vandalism to the improvements, and (2) the placement of a work order or contract for obtaining the Labor and Materials to accomplish the repair and restoration. If Lessor should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, Lessee may give Lessor fifteen (15) working days prior written notice and thereafter perform or cause to be performed the restoration work and deduct the cost thereof from the installments of rent next due as a charge against the Lessor.

Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made effective on the date of such destruction. The proportionate reduction is to be based upon the proportion that the amount of rentable square feet within the leased Premises rendered unusable to Lessee bears to the whole rentable thereof. Lessee shall not be entitled to an abatement of rent pursuant to this provision when the damage to the Premises is the result of negligence or intentional acts of Lessee's employees or invitees.

8. TENANT'S  
FIXTURES:

Lessor agrees that the Lessee may remove, at its own expense, during or at the expiration or other termination of the term of this Lease, or any extension or holdover period thereof, as the case may be, all fixtures, equipment and all other personal property placed or installed in or upon the demised Premises by the Lessee, or under its authority.

9. REPAIR,  
MAINTENANCE  
AND  
REPLACEMENT:

- A. This Lease is a full service lease. Therefore, Lessor agrees to repair, maintain and replace as necessary at Lessor's own expense the entire interior and exterior of the Premises. Lessor's responsibility shall include, but not be limited to lamps and tubes, exposed plumbing, windows, window coverings, fire extinguishers, floor coverings, the sewer system, the grounds, parking spaces whether surface or structured parking (including resurfacing, restriping, landscaping, sweeping and provision of adequate lighting, as applicable), and the basic structure. Basic structure is agreed to include: all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, elevators (including elevator hydraulic system, and casing for elevator ram), stairways, concealed electrical systems, telephone intrabuilding network cable (INC), and heating, ventilating and air conditioning system and fire sprinklers, if applicable. As part of Lessor's responsibilities for maintaining the Premises, Lessor shall provide for (1) furnishing and maintaining sewer services and trash removal, and (2) janitorial supplies (including restroom supplies) and janitorial services in accordance with the schedule attached to this Lease as Exhibit "C".
- B. In the event Lessor should fail, neglect or refuse to commence the repair, replacement or maintenance work required by Section Paragraph 9A herein within five (5) days after written notice has been served by Lessee, or fail, neglect or refuse to pursue said replacement or maintenance work with reasonable diligence to completion, the Lessee at its sole discretion may perform or cause to be performed said repair, replacement or maintenance work and deduct the reasonable cost thereof from the installments of rent next due as a charge to the Lessor, or the Lessee at its sole discretion may surrender the Premises and shall not be liable for any further rental under this Lease and Agreement.



- C. Lessee agrees to return said Premises to Lessor in as good condition as when rented, ordinary wear and tear, damage by earthquake, fire or the elements and other disaster or casualty excepted.
- D. In the event that items specified in Paragraph 9A wear out or fail or are damaged by earthquake, fire or the elements, and/or other public disaster or casualty, the Lessor shall replace said items at its own expense, subject to the provisions of Paragraph 7.
- E. Lessor shall not be responsible for the cost of the repair pursuant to this Paragraph when the damage to the Premises is the result of negligence or intentional acts of Lessee's employees or invitees.

10. UTILITIES:

Lessor agrees to pay when due all charges for the use of the sewer, effluent treatment, when and if imposed by any Governmental authority, all water, sprinkler standby charges, electricity, gas, and other lighting, heating, and power and other utility rents and charges accruing or payable in connection with the Premises during the term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters.

In the event Lessor fails or refuses to pay any or all of the charges when due, Lessee may give Lessor ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the installments of rent next due as a charge against the Lessor, or the Lessee at its sole discretion may surrender the Premises and shall not be liable for any further rental under this Lease and Agreement.

11. LESSOR'S ACCESS:

Lessee agrees to permit the Lessor or Lessor's authorized agents free access to the demised Premises at all reasonable times for the purpose of inspection or for making necessary improvements or repairs.

12. DEFAULT:

A. Default by Lessee:

Lessee agrees that if default shall be made in the payment of rent in the manner herein provided or in any of the covenants or agreements herein contained on the part of the Lessee to be kept and performed which constitute a material breach of the Lease, it shall be lawful for the Lessor to declare said term ended and to terminate this Lease upon the giving of thirty (30) days written notice. In addition thereto, Lessor shall have such other rights or remedies as may be provided by law. Lessor may not terminate the Lease if (1) Lessee cures the default within the thirty (30) day period after the notice is given, or (2) the default cannot reasonably be cured within the thirty (30) days after notice is given, but Lessee reasonably commences to cure the default within the thirty (30) days period and diligently and in good faith continues to cure the default.

B. Default by Lessor:

Lessor shall not be in default in the performance of any obligation required to be performed under this Lease unless Lessor has failed to perform such obligation within thirty (30) days after the receipt of written notice of default from Lessee specifying in detail Lessor's failure to perform or within such shorter period of time as may be specified herein. Lessee may terminate this Lease



upon Lessor's default of any material obligation upon giving of thirty (30) days written notice of termination. In addition thereto, Lessee shall have such other rights or remedies as may be provided by law. Lessee may not terminate the Lease if (1) Lessor performs and meets the obligation within the thirty (30) day period (or shorter specified period) after notice of default is given, or (2) the obligation cannot reasonably be performed within thirty (30) days after notice of default is given, but Lessor reasonably commences to cure the default within the thirty (30) day period (or shorter specified period) and diligently and in good faith continues to cure the default.

Lessee shall not exercise any of its rights under this Paragraph, other than its rights to give notice, until Lessee gives notice to any person who has requested in writing notice of Lessor's default, and has specified that person's interest in the Lease. The notice to such person shall be for the same period of time as that to which Lessor is entitled. Such person shall have the right to cure the default within the same period of time, after notice, to which Lessor would be entitled.

If Lessor or such person does not cure the default, Lessee may exercise any of its rights or remedies provided for or permitted in this Lease or pursuant to law, including the right to recover any damages proximately caused by the default.

If Lessee is permitted to cure the default under the terms of this Lease, and elects to do so, then Lessee shall be entitled to reimbursement for all of its costs incurred, as well as to recovery for all damages proximately caused to it because of the default.

C. Request for Notice of Default

Lessor shall obtain prior to the Lessee's occupancy of the Premises, a Request for Notice of Default, in a recordable form, executed and acknowledged by Lessor, requesting that the County be notified of any Notice of Default filed by any of Lessor's lenders, to the address of County as specified in Section 15 of this lease.

D. Receipt of Notice

Notwithstanding anything in Paragraph 15 herein to the contrary, receipt of notice under this Paragraph shall be conclusively presumed to have occurred on the earliest of:

- (1) The date of personal delivery to Lessor or to Lessor's agent or employee at Lessor's place of business, or to a resident over eighteen (18) years of age at Lessor's residence.
- (2) The date of delivery shown upon the United States Postal Service's return receipt for certified or registered mail.
- (3) Ten (10) days after deposit of notice to the address stipulated in Paragraph 15, sent by first class mail with the United States Postal Service, provided prior or concurrent notice has been attempted pursuant to Paragraph 15, but delivery has been refused or the notice otherwise returned without delivery.



13. ASSIGNMENT;  
SUBLETTING:

Lessee shall have the right to assign this lease or sublease the Premises so long as the intended use is consistent and compatible with the other tenancies within the building and/or surrounding buildings and upon the condition that the assignee or sublessee expressly assumes and agrees in writing to pay the rent and to perform each and every covenant and agreement in this lease required by Lessee to be paid or to be performed. Lessee agrees to notify Lessor of any change in tenancy.

14. ALTERATIONS:

Lessor and Lessee agree not to make any structural alterations in or on the Premises without first securing the prior written consent of the other party and further agree to make such alterations only at such time that it is agreeable to said other party. Consent shall be given or denied within thirty (30) days of receipt of written request. Consent shall not be unreasonably withheld. Should there be no response within thirty (30) days the request is deemed approved. "Structural" alterations shall be any modification to the improvements which results in a change in the structural integrity of the improvements or alters the gross cubic area of the improvements. Notwithstanding any other provision, the Lessee may make non-structural alterations without Lessor's prior written consent.

Any alterations installed by Lessee which are "trade fixtures as such are defined by the law of eminent domain shall be treated as tenant's fixtures in accordance with the provisions of this Lease and Agreement.

15. NOTICES:

Notices desired or required to be given by this Lease or by any law now or hereinafter in effect shall be given by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.

Any such notice and the envelope containing the same shall be addressed to the Lessor as follows:

Dennis Oberman c/o MDS Management  
16633 Venture Blvd., Suite 1014  
Encino, California 91436

or such other place as may hereinafter be designated in writing by the Lessor except that Lessor shall at all times maintain a mailing address in California.

The notices and envelopes containing the same shall be addressed to the Lessee as follows:

Board of Supervisors  
Kenneth Hahn Hall of Administration, Room 383  
500 West Temple Street  
Los Angeles, CA 90012

with a copy to:

Chief Administrative Office, Leasing & Space Management  
550 South Vermont Avenue, 10th floor  
Los Angeles, CA 90020  
Attention: Chuck W. West, Director of Real Estate

16. CONDEMNATION:

If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation") any award for the taking of all or any part of the Premises shall be the property of the Lessor, to the extent it is compensation for the taking of the fee or as severance damages. Lessee shall be entitled to that portion of the award, if any,



attributable to Lessee's trade fixtures and improvements and for the bonus value of Lessee's leasehold. "Trade fixtures" are agreed to include any tenant improvements installed at the Lessee's request to the extent that Lessee has reimbursed Lessor for such tenant improvements in a lump sum or through amortization included in the rent payments. This Lease shall remain in full force and effect as to the portion of the Premises remaining except that the rent shall be reduced in the proportion that the area taken bears to the total leased Premises.

In the event of a partial taking of the structure, Lessor shall use the proceeds of the condemnation received by Lessor to restore the Premises to a complete architectural unit of a quality, appearance and functional utility at least consistent with the structure as it existed prior to the taking. Rent shall abate for such time and for such area as reconstruction is required and areas are not secure, weather-tight, and usable as office space. Failure of Lessor to commence such restoration within thirty (30) days of the actual physical taking of a portion of the structure shall be grounds for Lessee to cancel this Lease by giving Lessor fifteen (15) days advance written notice of such cancellation, or Lessee, in its discretion, may elect to undertake directly the restoration and deduct the costs thereof from the installments of rent next payable to the Lessor. Commencement under the aforementioned condition shall require (1) securing the area to prevent injury to persons and/or vandalism to the improvements, and (2) the placement of a work order or contract for obtaining the Labor and Materials to accomplish the restoration.

If more than ten percent (10%) of the floor area of the improvements on the Premises, or more than twenty-five percent (25%) of the land area of the Premises, which is not occupied by any improvements, is taken by condemnation, Lessee may cancel this Lease. The parties agree that Lessor and Lessee shall each receive independently their relocation assistance.

In the event of a partial taking of the parking area, Lessor shall use his best effort to provide Lessee with thirty(30)non-exclusive off-street in-and-out parking spaces within five hundred (500) feet of the Premises.

Failure of the Lessor to provide a minimum of thirty(30)spaces at all times shall entitle Lessee to cancel this Lease by giving Lessor fifteen (15) days' advance written notice of such cancellation; or Lessee may negotiate with Lessor for an equitable reduction in the monthly rent based upon the Fair Market Value of such parking or the loss of such parking if not replaced.

17. INSURANCE:

- A. During the term of Lessee's occupancy, Lessor shall keep the buildings and improvements on the demised premises insured against loss or damage by fire, lightning, vandalism, malicious mischief, and such perils ordinarily defined as "extended coverage" in an amount not less than the full insurable replacement value of said buildings and improvements. The full insurable replacement value shall be reviewed by the insurer at least every year to assure sufficient coverage.
- B. During the term of this Lease, Lessor shall also at all times maintain in force a policy of comprehensive public liability insurance insuring against injury to persons and damage to property. This policy shall have a combined single limit coverage of not less than ONE MILLION DOLLARS

(\$1,000,000) per occurrence. The policy coverage shall be reviewed by the insurer at least every year to assure sufficient coverage.

- C. Lessor shall cause Lessee to be named as an additional insured on each of the policies described above and each such policy shall require written notice to Lessee at least thirty (30) days prior to the expiration or other termination of the coverage. Lessor shall at all times be responsible for providing Lessee with evidence that such coverages are in effect and have not been terminated. In the event that Lessor causes or permits the insurance policy or policies to lapse or otherwise terminate, Lessee shall have the option to obtain the policy and deduct the premiums therefor from the rental payments next due or to self-insure, or Lessee at its sole discretion may surrender the Premises effective as of the date specified in the written notice of such surrender and Lessee shall not be liable for any further rental under the Lease and Agreement.
- D. Lessor agrees to indemnify, defend and save harmless Lessee, its agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Lessor's use, maintenance or ownership of the Premises.

Lessee shall indemnify and hold Lessor, its agents, officers and employees free and harmless from any and all liability, claims, loss, damages or expenses (including defense costs and legal fees), arising by reason of bodily injury, death, personal injury, or property damage resulting from Lessee's activities on the Premises.

18. TAXES:

Lessor shall pay promptly all real property taxes, assessments and special assessments which may be levied or assessed against the demised Premises during the term of this Lease or any renewal or holdover period thereof.

In the event Lessor fails or refuses to pay any or all taxes or assessments when due, Lessee may give Lessor thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the installments of rent next due as a charge against the Lessor.

19. BINDING ON  
SUCCESSORS:

Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Lessor, and wherever the context permits or requires, the successors in interest to the Lessee.

20. PARKING  
SPACES:

Lessor at its sole cost and expense shall provide for the non-exclusive use by Lessee during the term of this Lease and Agreement or any renewal or holdover period as the case may be, thirty (30) off-street in-and-out parking spaces located on the surface parking lot adjacent to the Premises. No tandem spaces will be included and all spaces will be "in and out" as long as that design is consistent with County policy.

Failure of the Lessor to provide a minimum of thirty (30) spaces at all times shall entitle Lessee to cancel this Lease and Agreement by giving Lessor fifteen (15) days advance written notice of such cancellation; or Lessee may negotiate with Lessor for an equitable

reduction in the monthly rent based upon the Fair Market Value of such parking if not replaced.

21. HAZARDOUS  
MATERIALS:

Definition:

For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances as defined in California Health and Safety Code Section 25316 as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

Warranties and Representations:

1. Lessor hereby warrants and represents, based upon appropriate and reasonable inspection of the Premises, that during its ownership of the Premises; hazardous substances have not been released on the Premises; that it has no knowledge of any release of hazardous substances on the Premises occurring before its ownership; that it has no knowledge or reason to believe that there are hazardous substances on the Premises; that Lessor shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of hazardous substances; and that Lessor shall require all other tenants, if any, of the subject property to comply with the aforementioned rules and regulations.
2. Lessee hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Premises.

Notice:

Lessor and Lessee agree to immediately notify each other when either party learns that hazardous substances have been released on the Premises or, if a multi-tenant property, on the subject property.

Indemnity:

1. Lessor agrees to indemnify, defend and save Lessee, its agents, offices and employees from or against all liability, expenses (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of hazardous substances on the Premises which has not been caused by Lessee.
2. Lessee agrees to indemnify, defend and save harmless Lessor from and against all liability, expenses (including defense costs, legal fees and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of hazardous substances on the Premises caused by Lessee.
3. The indemnity provided each party by this provision shall survive the termination of this Lease.

Default:

The presence or release of hazardous substances on the Premises and/or subject property, which is not caused by

Lessee and which threatens the health and safety of Lessee's agents, officers, employees or invitees, as determined by Lessee's sole discretion, shall entitle Lessee to immediately terminate this Lease. In the event of such termination, Lessee shall not be obligated for any further rental and Lessor shall refund any unearned rent paid in advance by Lessee calculated at a daily rate based on the regular monthly rental.

Operating Costs:

Costs incurred by Lessor as a result of the presence or release of hazardous substances on the Premises and/or subject property which is not caused by Lessee are extraordinary costs not considered normal operating expenses and shall not be passed through to Lessee as part of its obligation, if any, to pay operating expenses.

Asbestos Notification:

Lessor represents, based upon a professional inspection of the subject Premises conducted by Clark Self Clark, Inc., a licensed California Asbestos Contractor, and their report dated January 18, 1999, copy of which is hereby acknowledged received by the County, that the subject Premises contain no asbestos containing materials, other than those reflected in the report. Lessor agrees, prior to Lessee's occupancy, to abate, at Lessor's sole cost and expense, all asbestos containing materials, and provide Lessee with an updated report from a licensed California Asbestos Contractor to that effect.

Lessor agrees to notify (County/Lessee) at least annually of Lessor's knowledge of the presence of asbestos containing materials within the building of which the demised Premises is part. Such notification shall comply with Health and Safety Code Sections 25915 et seq as amended from time to time or as required by any successor or companion statutes enacted subsequent to this Lease and Agreement.

Indoor Air Pollution Notification:

Lessor represents and warrants that a) there have been no complaints regarding the indoor air quality anywhere in the building or in the ventilating system; b) he Lessor will deliver to Lessee/County copies of any such complaints received; c) to the best of his Lessor's knowledge there are no indoor air pollution and/or air quality problems in the building; and d) he Lessor will notify Lessee/County if any indoor air quality or environmental problem is discovered or reported in the building, and undertake to correct such problem at his Lessor's sole cost and expense.

22. GENERAL PROVISIONS:

A. Waiver

The waiver by Lessor or Lessee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

B. Marginal Headings

The paragraph titles in this Lease are not a part of this lease thereof and shall have no effect upon the construction or interpretation of any part hereof.

C. Time

Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

D. Recordation

Either party may record this Lease at any time without the prior written consent of the other party.

E. Quiet Possession

Upon Lessee paying the rent hereunder Lessee shall have quiet possession of the demised Premises for the entire term hereof subject to all the provisions in this Lease. If any underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, this Lease shall nevertheless remain in full force and effect and Lessee at all times shall be entitled to quiet possession and use of the Premises and shall, notwithstanding any subordination, and upon the request of such successor in interest to Lessor, attorn to and become the Lessee of the successor in interest to Lessor.

F. Prior Agreements

This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

G. Force Majeure

In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

H. Separability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

I. Cumulative Remedies

No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.



J. Choice of Law

This Lease shall be governed by the laws of the State of California, exclusive of conflict of law provisions.

K. Warranties or Guarantees

In the event that any of the items required to be maintained and repaired by the Lessor under the provisions of Section Paragraph 9A herein are protected by warranties or guarantees the Lessee shall be entitled to the full benefit of such protection as if it were the original purchaser thereof.

L. Impairment of Title

Lessor hereby covenants to notify Lessee in writing within thirty (30) days of each and every occurrence which may impair Lessor's title to the Premises. Such occurrences include, but are not limited to, default on a trust deed, transfer of any interest in any trust deed, notification of any lien recordation, notification of any foreclosure, and notification of default in the master lease. Lessor further agrees to notify Lessee, in writing, within ten (10) days of receipt of any written notice regarding redevelopment, zoning, or conditional use permits which affect the property, the subject of this Lease or real property adjacent thereto.

M. Arbitration

In the event of any dispute regarding the terms, conditions, rights or obligations of the parties hereto, such dispute may, at the request of either party, be submitted to arbitration in accordance with the provisions of Code of Civil Procedure Section 1280 et seq as they now exist or may later be amended. The Chief Administrative Officer, or its designee, shall act on behalf of Lessee in arbitration, with the assistance of Counsel, for so long as County is the Lessee under this Lease.

N. Construction

Any and all construction pertaining to this Lease and Agreement by Lessor or his designated contractors or subcontractors shall comply with all applicable City, County, State and Federal regulations, codes and ordinances, including but not limited to all provisions of the Labor Code of the State of California. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of the improvements.

Particulars of the current Prevailing Wage Scale, as approved by the Board of Supervisors, which are applicable to the work contemplated are filed with the Clerk of the Board of Supervisors and must be posted at the subject site.

O. Interpretation

The language of this Lease shall be construed according to its fair meaning and not strictly for or against Lessor or Lessee.

P. Community Business Enterprise

Lessor is encouraged to use Community Business Enterprises (CBE) in all contracts when possible as sources for supplies, equipment, construction and services. This shall apply during any applicable tenant improvement construction, modular furniture installation and services to be provided during the lease term.

Lessor shall submit evidence of CBE participation by providing completed copies of the Community Business Enterprise Firm Information, form attached hereto as Exhibit "D", at the time of signing this Lease and Agreement and thereafter on an annual basis on or before December 30th of each year of the term of this Agreement.

Q. Lobbyists

Lessor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Lessor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Lessor or any County lobbyist or County lobbying firm retained by Lessor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Lease and Agreement.

23. WARRANTY OF  
AUTHORITY:

The undersigned signatory for the Lessor hereby personally covenants warrants and guarantees that he has the power and authority to execute this Lease upon the terms and conditions stated herein and agrees to indemnify and hold harmless the Lessee from all damages, costs, and expenses, which result from a breach of this material representation.

24. ESTOPPEL  
CERTIFICATE:

Either party shall at any time upon not less than thirty (30) days' prior written notice from the other party execute, acknowledge and deliver to the requesting party a statement in writing (1) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledging that there are not to the declarant's knowledge, any uncured defaults on the part of either party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the building complex or any other interested party. Failure to deliver such statement within such time shall be conclusive evidence (a) that this Agreement is in full force and effect without modification except as may be represented by the requesting party in the written request for the certificate, (b) that there are no uncured defaults in either party's performance, and (c) that not more than one month's rent has been paid in advance.

25. TENANT  
IMPROVEMENTS:

A. Lessor within ten (10) days after receipt of a duly executed copy of this Lease document and County-approved preliminary plans, will, at its own expense, cause a licensed California architect to prepare final working drawings and specifications for the proposed interior tenant improvements which are to be provided by Lessor up to a maximum cost of \$128,000 (\$20.00 per square foot) as estimated by Lessor. Should said tenant improvements cost less,



then Lessor shall pass on such savings to Lessee in the form of a rent reduction over the term of the Lease at the rate of TWENTY DOLLARS and 76/100 Dollars (\$20.76) per month for each One Thousand Dollars (\$1,000.00) of savings.

Additional Tenant Improvement Allowance:

In the event that the tenant improvement cost exceeds \$128,000 (\$20.00 per square foot), Lessee may authorize Lessor after review of estimates and written approval of the Chief Administrative Officer to pay the overage up to a maximum total of \$253,000 (\$40.00 per square foot), including the base allowance. Lessee agrees to reimburse Lessor for tenant improvement cost above \$20.00 per square foot, and will amortize said cost at the rate of 9% per annum over the lease term. The Lessee may at anytime during the Lease term pay Lessor in a lump sum for all or any portion of the tenant improvement cost and reduce the rental rate per Paragraph 3 accordingly. Lessor will notify Lessee of the tenant improvement final cost, and the amount payable monthly by Lessee in addition to the rent. For purposes of ascertaining the actual cost of said tenant improvements, Lessor shall provide to Lessee, upon the issuance of a Certificate of Occupancy, or a final sign-off by the City of Lancaster, a detailed breakdown of the total costs of constructing the tenant improvements and execute a summarized breakdown of the total costs of the tenant improvements in the form of the attached Exhibit "E" with the right to audit these costs for a period of Twenty-four months from the date of commencement of the term of this Lease.

In the event Lessee requests a rent reduction due to its audit of these costs, Lessee shall provide Lessor with a copy of the audit summary as part of its request.

The working drawings are to be prepared in accordance with preliminary plans and specifications dated December 1998. Said Plans and Specifications are also on file with the Chief Administrative Office and identified as Exhibit "A" and incorporated herein by reference thereto and Lessor has a duplicate copy. Lessor shall provide any final working drawings required from said preliminary plans with Lessee having the right to review and approve said final working drawings. All work, construction and materials shall be in final working drawings and specifications. All circuit breakers, fire sprinklers, and plumbing shut off valves shall be labeled as to areas controlled both on the drawings and on the breaker panels and valves. Upon completion Lessor shall furnish the Chief Administrative Office with one (1) complete set of reproducible as-built drawings including locations of all underground utility lines and their depths.

The Premises shall meet all applicable City, County State and Federal building codes, regulations and ordinances required for beneficial occupancy. Any work, including construction, that Lessor must undertake to obtain the necessary jurisdictional approvals for occupancy shall be at Lessor's sole cost and expense and shall not be considered as part of the tenant improvement allowance. Any work to meet applicable code requirements necessitated by Lessee's special requirements shall be included as part of the tenant improvement allowance.

The Lessor shall submit three bids for the construction of the tenant improvements to the County for its review prior to award of the contract. The bids shall include an itemized list of all materials and labor and shall include all additional costs including A/E fees, permits, reasonable contractor's profit and overhead, and project management fees. Three bids for the purchase and installation of the office furniture system, prepared by the furniture dealer, shall be included in the construction estimates, if applicable.

The tenant improvement cost shall not include any costs incurred for asbestos abatement, fire sprinkler system, or conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere. All work for required asbestos abatement, fire sprinkler system, or air conditioning system conversion shall be performed at the sole cost and expense of Lessor.

B. Modular Furniture:

As part of the additional tenant improvements to be provided in Paragraph 25B, Lessor shall provide at its own expense an allowance payable directly to the vendor in the form of a financed transaction acceptable to the County including, but not limited to a lease purchase agreement, provided the outstanding balance can be no more than \$1 at the end of a term not to exceed 60 months. Lessee shall deliver to Lessor within ten days after execution hereof, modular furniture plans and specifications (the "Modular Specifications"). Based on the "Modular Specifications" provided by the Lessee, Lessor and /or Lessor's architect, shall prepare a modular specifications bid package for submission to no less than three (3) furniture vendors. Prior to submission of bids, Lessor shall review the bid package with Lessee and Lessee shall have the right to approve or disapprove the bid package. Lessor shall not be responsible for the cost of such modular furniture in excess of the additional tenant improvement allowance. Lessor shall provide to Lessee a detailed breakdown of the total cost of the modular furniture in the form of the attached Exhibit "E" prior to the commencement date of the Lease with the right of Lessee to audit the cost for a period of twelve months from the Lease commencement date. Provided Lessee has approved the modular furniture and cost thereof, Lessor shall be responsible for ordering and installing the modular furniture in consultation with Lessee. At the end of the lease term all furniture purchased or leased pursuant to this Paragraph shall become the property of Lessee.

C. Completion

The parties agree that the estimated time for completion of said tenant improvements is 60 days from the date of issuance of the building permit based on the Construction Schedule attached herewith as Exhibit "F". Lessor shall file for a building permit to construct the improvements within ten (10) days of completion of final working drawings and acceptance by Lessee and diligently pursue to obtain the permit as soon as possible.

Additionally, Lessor shall complete the telephone equipment room(s) including permanent power and HVAC in compliance with the plans and specifications referenced above as Exhibit "A" at

least thirty (30) days prior to the estimated completion date. During this thirty (30) day period, the Lessee shall be responsible for any telephone/data equipment delivered to the site for programming prior to the completion date.

Completion may be delayed by:

1. Acts or omissions of Lessee or of any employees or agents of Lessee (including change orders in the work), or
2. Any act of God which Lessor could not have reasonably foreseen and provided for, or
3. Any strikes, boycotts or like obstructive acts by employees or labor organizations which Lessor cannot overcome with reasonable effort and could not reasonably have foreseen and provided for, or
4. Any war or declaration of a state of national emergency, or
5. The imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the building Premises.

D. Change Orders

All Lessee requested and approved change orders shall not exceed a total cost of TEN THOUSAND DOLLARS (\$10,000.00) and Lessor shall not be required to accept any particular change order if the total cost of prior Lessee initiated change orders exceeds TEN THOUSAND DOLLARS (\$10,000.00). The Chief Administrative Officer, is hereby authorized to approve change orders on behalf of Lessee. Lessee may pay for change order costs in lump sum, or may, at its option, amortize the change order costs over the term of the Lease including interest at the rate of nine percent (9%) per annum, i.e., TWENTY AND 76/100 (\$20.76) per month for each ONE THOUSAND DOLLARS (\$1,000.00) of change order costs. Lessor, or Lessor's contractor, shall submit to the Chief Administrative Officer, with each requested change order (a) specific cost of the requested change; (b) the cumulative net total cost of all change orders previously approved; and (c) an estimate of the construction time which will be increased or shortened if the change order is approved. Each change order shall be signed and dated by the Chief Administrative Officer to be considered approved. Lessee shall have the right to audit the cost of the changes for a period of twenty-four months from the date of commencement of the term. In the event Lessee requests a rent reduction due to its audit of these costs, Lessee shall provide Lessor with a copy of the audit summary as part of its request.

- E. If Lessor fails to obtain the building permit within a reasonable time, taking all factors into consideration, or if tenant improvements have not been completed within sixty (60) days from the estimated time of completion, which period shall be extended for a reasonable time for delays enumerated in subparagraph B above, Lessee may, at its option:

- (1) Cancel the Lease upon thirty (30) days written notice to Lessor; or

- (2) Upon thirty (30) days written notice to Lessor, assume the responsibility for providing the tenant improvements itself.

If Lessee elects to provide tenant improvements itself, then:

- (a) Lessee, its officers, employees, agents, contractors and assignees, shall have free access to the Premises at all reasonable times for the purpose of making the tenant improvements and for any other purposes reasonably related thereto;
- (b) rent shall be reduced by Lessee's total expense in making the tenant improvements, including any financing charges for capital and a reasonable amount for its administrative costs, and including interest at the rate of 9%. The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Lessee's total expense shall be fully amortized in equal monthly amounts over 5 years.

26. ASSIGNMENT  
BY LESSOR

- A. Lessor may, without the consent of County, assign, transfer, mortgage, hypothecate or encumber Lessor's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Lessor may execute any and all instruments providing for the payment of rent directly to an assignee or transferee, but only if the conditions set forth in subsections B and D below are met.

Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Lessor's right, title and interest in and to this Agreement or any portion thereof, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section 26 shall be void.

- B. Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements or Sections 5950-5955 of the California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Agreement or any portion thereof, without the prior written consent of the County.
- C. In the event Lessor violates the provisions of Section 5951 of the California Government Code the County may impose damages in an amount equal to the greater of (a) \$500,000 or (b) 10% of the aggregate principal portion of all rental payments payable by the County during the entire term of this agreement. It is being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of

any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Agreement or applicable law.

- D. Lessor shall give County notice and a copy of each Security Agreement and any other instrument relating thereto (including, but not limited to, instruments providing for the payment of rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.
- E. Lessor shall not furnish any information concerning County or the subject matter of this Agreement (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of the County Counsel) to any person or entity, except with County's prior written consent. Lessor shall indemnify, defend and hold County and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Lessor in violation of this subsection E.
- F. The provisions of this Section 26 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section 26 Lessor is referred to, such reference shall be deemed to include Lessor's successors or assigns, and all covenants and agreements by or on behalf of Lessor herein shall bind and apply to Lessor's successors and assigns whether so expressed or not.

27. CONSIDERATION OF  
GAIN PROGRAM  
PARTICIPANTS:

Should Lessor require additional or replacement personnel after the effective date of this Agreement, Lessor shall give consideration for any such employment, openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Lessor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Lessor.

28. SOLICITATION OF  
CONSIDERATION:

It is improper for any County Officer, employee or agent to solicit consideration, in any form, from a Lessor with the implication, suggestion or statement that the Lessor's provision of the consideration may secure more favorable treatment for the Lessor in the award of the lease or that the Lessor's failure to provide such consideration may negatively affect the County's consideration of the Lessor's submission. A Lessor shall not offer or give, either; directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the lease.

A Lessor shall immediately report any attempt by a County office, employee or agent to solicit such improper

consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Lessor's submission being eliminated from consideration.

29. RENTAL ADJUSTMENT

A. For each successive twelve (12) months of the original term of this lease and in the event Lessee exercises its option pursuant to Paragraph 2(B) for each successive twelve (12) month period thereafter, the monthly operating expense rental as set forth in Paragraph 3 shall be subject to adjustment. At the first anniversary date of the first day of the first full calendar month following the commencement of this lease and every twelve months thereafter, the rent shall be adjusted in accordance with the CPI formula set forth in Paragraph 29B. The "Base Index" shall be the Index published for the month the lease commences.

B. CPI Formula: The method for computing the annual rental adjustment shall be by reference to the Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100), herein referred to as "Index".

The rental adjustment for the operating expense rent shall be calculated by multiplying the Lessor's operating expense rent of \$2,560.00 by a fraction, the numerator being the New Index which is the Index published for the month immediately preceding the month the adjustment is to be effective, and the denominator being the Base Index which is the Index published for the month the lease commenced, then add or subtract to that total result the Amount needed to amortize Lessee's additional tenant improvements plus change order costs, if any. The formula shall be as follows:

[ New Index ] x \$2,560.00 (Operating Expense Rent)  
Base Index

+ \$5,597.00 (Base Rent)

+ Amount needed to amortize Lessee's additional tenant improvements, if any

+ Amount needed to amortize change order costs, if any

= Adjusted Monthly Rent

If the Index is changed so that the base year of the Index differs from that used as of the commencement date of the lease, the Index shall be converted in accordance with the conversion factor published by the United State Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this lease, such other governmental Index or computation with which it is replaced shall be used in order to

C. General Provisions:

- ///

IN WITNESS WHEREOF, the Lessor has executed this Lease or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this Lease to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof the day, month, and year first above written.

LESSOR:

DENNIS OBERMAN, AS TRUSTEE OF THE DENNIS OBERMAN AND EDITH OBERMAN FIRST AMENDED INTER VIVOS TRUST AGREEMENT

By *Dennis Oberman*  
Dennis Oberman  
Trustee

ATTEST:

JOANNE STURGES  
Executive Officer-Clerk  
of the Board of Supervisors



WITNESS:

COUNTY OF LOS ANGELES

By *Joanne Sturges*  
Deputy

By *Don Krake*  
Chairman, Board of Supervisors

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By *Francis E. Scott*  
Deputy: Francis E. Scott

Print  
[unclear]  
1/10/99

**ADOPTED**  
BOARD OF SUPERVISORS

16

MAR 16 1999

*Joanne Sturges*  
JOANNE STURGES  
EXECUTIVE OFFICER



## Plans and Specifications



INITIAL

**SIDINGALE****AVCILE E-4**

EXHIBIT "B"

MEMORANDUM OF COMMENCEMENT DATE

This Agreement is dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, for reference purposes only, by and between Lessor Dennis Oberman, as Trustee of the Dennis Oberman and Edith Oberman First Amended Inter Vivos Trust Agreement and Lessee County of Los Angeles.

1. The parties hereto have entered into a Lease dated as of \_\_\_\_\_ (the "Lease") for the leasing by Lessor to Lessee of a portion of the building located at 321 East Avenue K-4, in the City of Lancaster, County of Los Angeles, State of California ("the Premises").

2. Lessor and Lessee hereby confirm the following:

(a) That all construction by Lessor, if any, required to be done pursuant to the terms of the Lease has been completed in all respects subject to any remaining punchlist items;

(b) That Lessee has accepted possession of the Premises and now occupies the same; and

(c) That the term of the Lease commenced \_\_\_\_\_.

IN WITNESS WHEREOF, Lessor and Lessee have respectfully signed this Agreement.

Lessor:

DENNIS OBERMAN, AS TRUSTEE OF THE DENNIS  
OBERMAN AND EDITH OBERMAN FIRST AMENDED  
INTER VIVOS TRUST AGREEMENT

By

\_\_\_\_\_  
Dennis Oberman  
Trustee

Lessee:

COUNTY OF LOS ANGELES

By

\_\_\_\_\_  
Chuck W. West  
Director of Real Estate

EXHIBIT "C"

CLEANING AND MAINTENANCE SCHEDULE

This list reflects the various cleaning and maintenance requirements for the leased office space. Responsibility for this cleaning and maintenance service belongs to the Lessor.

Daily (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desks not to be moved.
4. Waste baskets, other trash receptacles and ashtrays emptied. Ashtrays wiped clean.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Drinking fountains cleaned, sanitized and polished.
8. Sand jars fine-screened and wiped clean.
9. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
10. Bulb and tube replacements, as required.
11. Graffiti expunged as needed within two (2) working days after notice by Lessee.
12. Floors washed as needed.

Weekly

1. Low-reach areas, chair rungs, baseboards and insides of door-jams dusted.
2. Window sills, ledges and wood paneling and molding dusted.

Monthly

1. Floors washed and waxed in uncarpeted office area.
2. High-reach areas, door frames and tops of partitions dusted.
3. Upholstered furniture vacuumed, plastic and leather furniture wiped.
4. Picture moldings and frames dusted.
5. Wall vents and ceiling vents vacuumed.

Quarterly

1. Light fixtures cleaned and dusted, but not less frequently than Quarterly.
2. Wood furniture polished.
3. Draperies or mini blinds cleaned as required, but not less frequently than Quarterly.

Semi-Annually

1. Windows washed as required inside and outside but not less frequently than twice annually.

Annually

1. Carpets cleaned

As Needed

The sidewalks, driveways, parking areas and all means of access and egress for the demised Premises should be maintained in good repair, clean and safe condition at all times.

All lawns, shrubbery and foliage on the grounds of the demised Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.



INITIAL

## EXHIBIT "D"

COMMUNITY BUSINESS ENTERPRISE FIRM
------------------------------------

INSTRUCTIONS: All Lessors shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of CBE participation. The information requested below is for statistical purposes only. On final analysis and consideration, leases will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR Section 23.5.

I. MINORITY/WOMEN PARTICIPATION IN FIRM (Partners, Associates Partners, Managers, Staff, etc.)

FIRM: NAME

ADDRESS

CONTACT

TELEPHONE NO.

TOTAL NUMBER OF EMPLOYEES IN FIRM: \_\_\_\_\_

	OWNERS/PARTNERS ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American	_____	_____	_____
Hispanic/Latin American	_____	_____	_____
Asian American	_____	_____	_____
Portuguese American	_____	_____	_____
American Indian/ Alaskan Native	_____	_____	_____
All Others	_____	_____	_____
Women (Should be included in counts above <u>and</u> also reported here separately)	_____	_____	_____

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

TYPE OF BUSINESS STRUCTURE: \_\_\_\_\_

(Corporation, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF OWNERSHIP/PARTNERS, ETC.: \_\_\_\_\_

PERCENTAGE OF OWNERSHIP

Black/African American	_____
Hispanic/Latin American	_____
Asian American	_____
Portuguese American	_____
American Indian/ Alaskan Native	_____
All Others	_____



Women (Should be  
included in counts  
above and also reported  
here separately)

III. CURRENT CERTIFICATION AS MINORITY/WOMEN-OWNED FIRM

IS YOUR FIRM CURRENTLY CERTIFIED AS A MINORITY OWNED  
BUSINESS FIRM BY THE:

State of California?	Yes	No
City of Los Angeles?	Yes	No
Federal Government?	Yes	No

IV. FIRM'S DESIRE NOT TO RESPOND TO INFORMATION

WE DO NOT WISH TO PROVIDE THE INFORMATION REQUIRED IN THIS  
FORM.

Firm Name:

Signed:

Date:

Title:



EXHIBIT "E"

MEMORANDUM OF TENANT IMPROVEMENT COST

This Agreement is dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, for reference purposes only, by and between Lessor, Dennis Oberman, as Trustee of the Dennis Oberman and Edith Oberman First Amended Inter Vivos Trust Agreement, and Lessee, County of Los Angeles.

1. The parties hereto have entered into a Lease dated as of \_\_\_\_\_ (the "Lease") for the leasing by Lessor to Lessee of a portion of the building located at 321 East Avenue K-4, City of Lancaster, County of Los Angeles, State of California ("the Premises").

2. Lessor and Lessee hereby confirm the following:

(a) The final total cost of the tenant improvements is \_\_\_\_\_ (\$\_\_\_\_\_).

This is comprised of:

<u>Lease Budget</u>		<u>Actual Cost</u>
\$125,000	Tenant Improvement Allowance	\$ _____
\$125,000	Additional Tenant Improvement Allowance	\$ _____
\$ 10,000	Change Order Allowance	\$ _____
\$260,000	Total	

(b) The final total cost of the modular furniture, if applicable, (which is included in Paragraph \_\_\_\_\_) is \_\_\_\_\_ (\$\_\_\_\_\_).

IN WITNESS WHEREOF, Lessor and Lessee have respectfully signed this Agreement.

Lessor:

DENNIS OBERMAN, AS TRUSTEE OF THE DENNIS OBERMAN AND EDITH OBERMAN INTER VIVOS TRUST AGREEMENT

By \_\_\_\_\_

Dennis Oberman  
Trustee

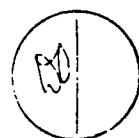
Lessee:

COUNTY OF LOS ANGELES

By \_\_\_\_\_

Chuck W. West  
Director of Real Estate

EXHIBIT "F"  
CONSTRUCTION SCHEDULE



10-10-1961

TRADE	DAYS (WORK DAYS - NOT WEEKENDS)																														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
FRAMING	X	X	X	X	X	X																									
DOORS, EXTERIOR																															
PARKING LOT																															
DOORS, INTERIOR																															
DRYWALL																															
ELECTRIC																															
FLOORS, CARPET/TILE																															
CABINETS																															
PAINT																															
CARPENTRY, FINISH																															
PLUMBING																															
INSULATION																															
HVAC																															
MINI-BLINDS																															
MODULAR FURNITURE																															
CLEAN-UP																															

XXXX  
 XXXX  
 XXXX

321 E. Ave. 4  
 Construction Schedule  
 Estimating  
 L. J. W.



# TRADE

## DAYS (WEEKDAYS - NO WEEKENDS)

31 30 29 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50

FRAMING

DOORS, EXTERIOR

PARKING LOT

DOORS, INTERIOR

DRYWALL

ELECTRIC

FLOORS, CARPET/TILE

CABINETS

PAINT

CARPENTRY, FINISH

PLUMBING

INSULATION

HVAC

SHUTTERS

MODULAR FURNITURE

CLEAN-UP

X X X

X X X X X

X X X

X

X X X

X X

X X X

X X

X X X X

X X

321 E. Avek-4  
Construction Schedule  
Estate

*[Signature]*

ORIGINAL FILED

JAN 12 1998

LOS ANGELES COUNTY CLERK

DATE POSTED - \_\_\_\_\_

NOTICE OF PREPARATION OF NEGATIVE DECLARATION

This notice is provided as required by the California Environmental quality Act and California Administrative Code Title 14 Division 6, Section 15072 (a) (2) B.

A Negative Declaration has been prepared for this site based on an Initial Study which consists of completion and signing of an Environmental Information Form showing background information as follows:

1. Name of Proponent - County of Los Angeles  
Chief Administrative Office
2. Address/Phone No. - 550 South Vermont Avenue, 10th Floor  
Los Angeles, California 90020  

Agent                      Telephone  
Carol Botdorf              (213) 738-2325
3. Date Information Form Submitted - January 12, 1999
4. Agency Requiring Information Form - Los Angeles County  
Chief Administrative Office
5. Name of Proposal, if Applicable -  
Lancaster Juvenile Field Office
6. Address of Facility Involved -  
321 E. Avenue K-4, Lancaster

Interested parties may obtain a copy of the Negative Declaration and the completed Environmental Information Form/Initial Study by contacting the Real Property Agent indicated under 2. above and referring to the proposal by name or to the facility by address.

Si necesita informacion en espanol, por favor de comunicarse con el agente designado, para asistencia en obtener una traduccion.

(avek4.cb/a)

COUNTY OF LOS ANGELES  
CHIEF ADMINISTRATIVE OFFICE

NEGATIVE DECLARATION

I. Location and Description of the Project

The proposed project is for the County of Los Angeles to lease facilities located at 321 E. Ave. K-4, Lancaster, California, which will be used by the Probation Department for carrying out the functions of the juvenile field services bureau. The facilities, located in the 5<sup>th</sup> Supervisorial District approximately 60 miles from the Los Angeles Civic Center, include 6,400 square feet of office space located on one level and the use of 30 off-street parking spaces. There will be no expansion of the existing privately-owned premises for this project.

II. Finding of No Significant Effect

Based on the attached initial study, it has been determined that the project will not have a significant effect on the environment.

III. Mitigation Measures

Mitigation measures for this project are discussed in Section V of the attached initial study.

## INITIAL STUDY

### I. Location and Description of Project

These proposed leased premises are located at 331 E. Avenue K-4 in the City of Lancaster located in the 5<sup>th</sup> Supervisorial District approximately 60 miles north of the Los Angeles Civic Center and four (4) miles east of the Antelope Valley (14) freeway. (See attached map)

The building to be used is approximately 15 years old, is privately owned and has been used for office purposes for years. Located at the site are 30 off-street parking spaces for use in conjunction with the leased premises.

This project consists of leasing this facility for 5 years in which will be located the Juvenile Field Services Bureau functions of the Probation Department. It is anticipated that an average of 29 employees will be occupying the premises with the maximum employee occupancy anticipated to be 37. The office is open Monday through Friday from 9:00 a.m to 5:00 p.m. In addition to the employees, it is anticipated that an average of 10 members of the public will be visiting the facility for purposes of interviews. No expansion of existing premises will occur for this project and no alterations, except for interior redecorating, will be performed for this project.

### II. Compatibility with General Plan

This project site is identified as commercial in the Lancaster Community Plan.

### III. Environmental Setting

The project site is located in an area of commercial type facilities. The site includes approximately 11,600 square feet of developed property. The site is bordered by streets on south and west sides.

### IV. Identification of Environmental Effects

- A. The impact of the proposed project on existing land forms will be negligible as no reshaping of the soil nor excavation nor foundations, utility lines, sewer lines or water lines will be necessary.
- B. The project will not conflict with adopted environmental plans and goals of the local plan.

- C. The project will not have a substantial demonstrable negative aesthetic effect on the proposed site. The existing facility will be continued to be maintained as part of the lease arrangement.
- D. No rare or endangered species of animal or plant of the habitat of the species will be affected by the project. Nor will it interfere substantially with the movement of any resident fish or wildlife species or migratory fish or wildlife species.
- E. The project will not breach published national, state or local standards relating to solid waste or litter control.
- F. Development will not substantially degrade water quality, contaminate water supply, substantially degrade or deplete ground water resources, or interfere substantially with ground water recharge.
- G. There are no known archeological sites existing at the project site.
- H. The proposed project will not induce substantial growth or concentration of population.
- I. The project will not cause a substantial increase to existing traffic. Nor will it affect the carrying capacity of the present street system. This is a continued use of an office facility for office purposes. The County's use is a substitution of previous uses made by private tenants.
- J. The project will not displace any persons from the site.
- K. The project will not substantially increase the ambient noise levels to adjoining areas. Noise generated by the proposed County use does not exceed that previously experienced in the area when occupied by private tenants.
- L. The proposed developed project will not cause flooding, erosion or siltation.
- M. The project will not expose people or structures to major geologic hazards.
- N. The project will not expand a sewer trunk line. All necessary utilities are available currently to the facility.
- O. No increased energy consumption is anticipated by the County's use of the premises.

- P. The project will not disrupt or divide the physical arrangement of established community; nor will it conflict with established recreational, educational, religious or scientific uses of the area.
- Q. No public health or safety hazard or potential public health or safety hazard will be created by this project.
- R. The project will not violate any ambient air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations.

V. Discussions of Ways to Mitigate Significant Effects

The proposed project is not expected to create any significant effects on the environment. To mitigate any effects upon the surrounding community the following measures will be implemented:

- A. None
- B.

VI. Initial Study Preparation

This study was prepared by Carol Botdorf of the Los Angeles County Chief Administrative Office, Leasing and Space Management, Departmental Contact: Carol Botdorf (213) 738-2325. This study was completed on January 11, 1999.

DATE POSTED - \_\_\_\_\_

NOTICE OF PREPARATION OF NEGATIVE DECLARATION

This notice is provided as required by the California Environmental quality Act and California Administrative Code Title 14 Division 6, Section 15072 (a) (2) B.

A Negative Declaration has been prepared for this site based on an Initial Study which consists of completion and signing of an Environmental Information Form showing background information as follows:

1. Name of Proponent - County of Los Angeles  
Chief Administrative Office
2. Address/Phone No. - 550 South Vermont Avenue, 10th Floor  
Los Angeles, California 90020  

<u>Agent</u>	<u>Telephone</u>
Carol Botdorf	(213) 738-2325
3. Date Information Form Submitted - January 12, 1999
4. Agency Requiring Information Form - Los Angeles County  
Chief Administrative Office
5. Name of Proposal, if Applicable -  
Lancaster Juvenile Field Office
6. Address of Facility Involved -  
321 E. Avenue K-4, Lancaster

Interested parties may obtain a copy of the Negative Declaration and the completed Environmental Information Form/Initial Study by contacting the Real Property Agent indicated under 2. above and referring to the proposal by name or to the facility by address.

Si necesita informacion en espanol, por favor de comunicarse con el agente designado, para asistencia en obtener una traduccion.

(avek4.cb/a)

### NEGATIVE DECLARATION

Department Name: Probation

Project: Lancaster Juvenile Field Office

Pursuant to Section 15072, California Environmental Quality Act and California Administrative Code Title 14, Division 6

1. Description of Project Lease 6,400 sf. of office space in an existing building.

2. a. Location of Project (plot plan attached)  
321 E. Avenue K-4, Lancaster

b. Name of Project Proponent

County of Los Angeles  
Chief Administrative Office  
Leasing and Space Management  
550 South Vermont Avenue, 10th Floor  
Los Angeles, CA 90020

3. Finding for Negative Declaration

It has been determined that this project will not have a significant effect on the environment based on information shown in the attached Environmental Information Form dated January 11, 1999 which constitutes the Initial Study of this project.

4. Initial Study

An Initial Study leading to this Negative Declaration has been prepared by the Chief Administrative Office, Leasing and Space Management and is attached hereto.

5. Mitigation Measures Included in Project

None required.

Date  
1/11/99

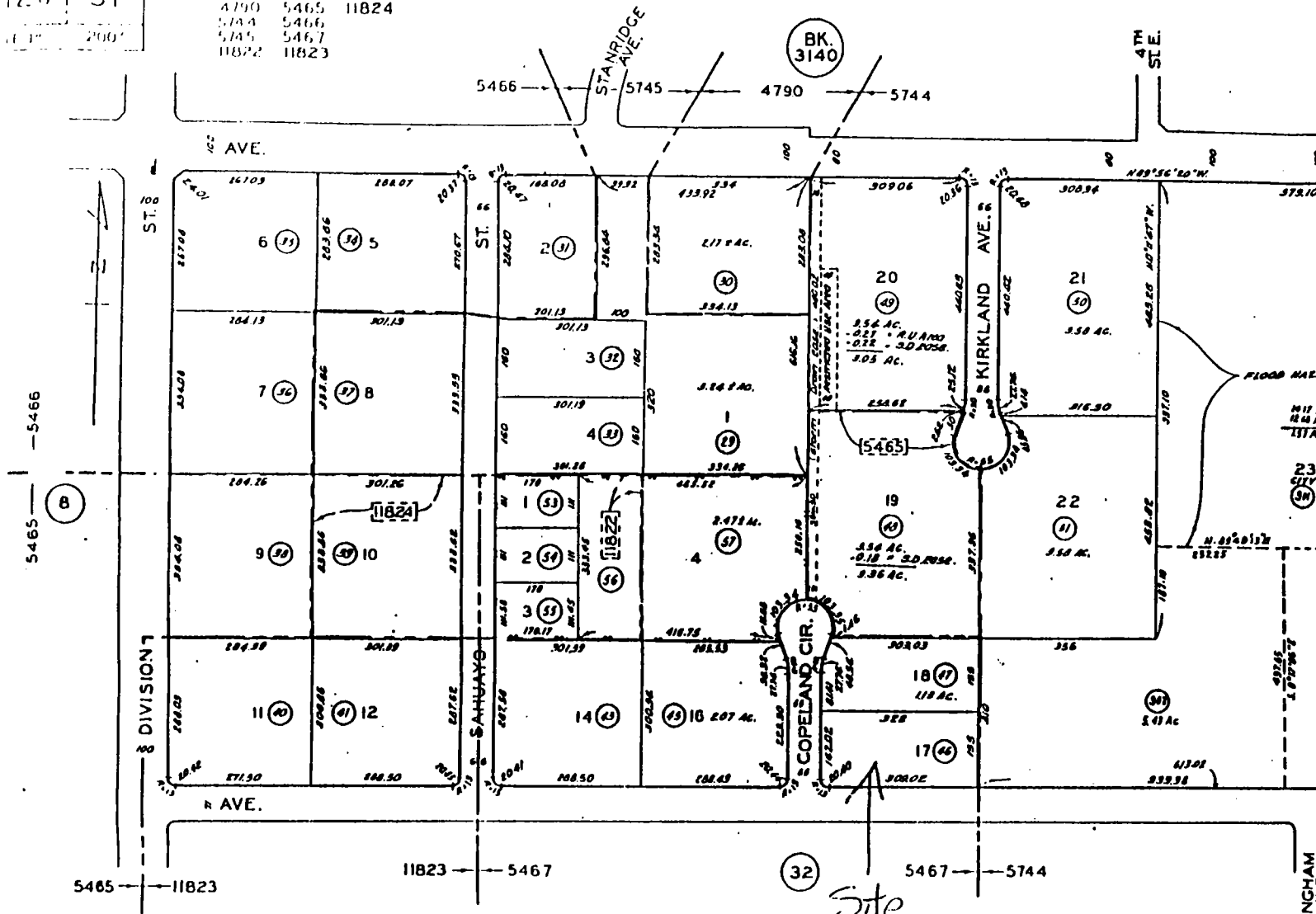
Real Property Agent  
Carol Botdorf

Telephone  
(213) 738-2325.



126 31  
 11823 200

11823 5465 11824  
 5465 5466  
 5465 5467  
 11822 11823



All 900 series parcels on this page are assessed to Lancaster Redevelopment Agency, unless otherwise noted.

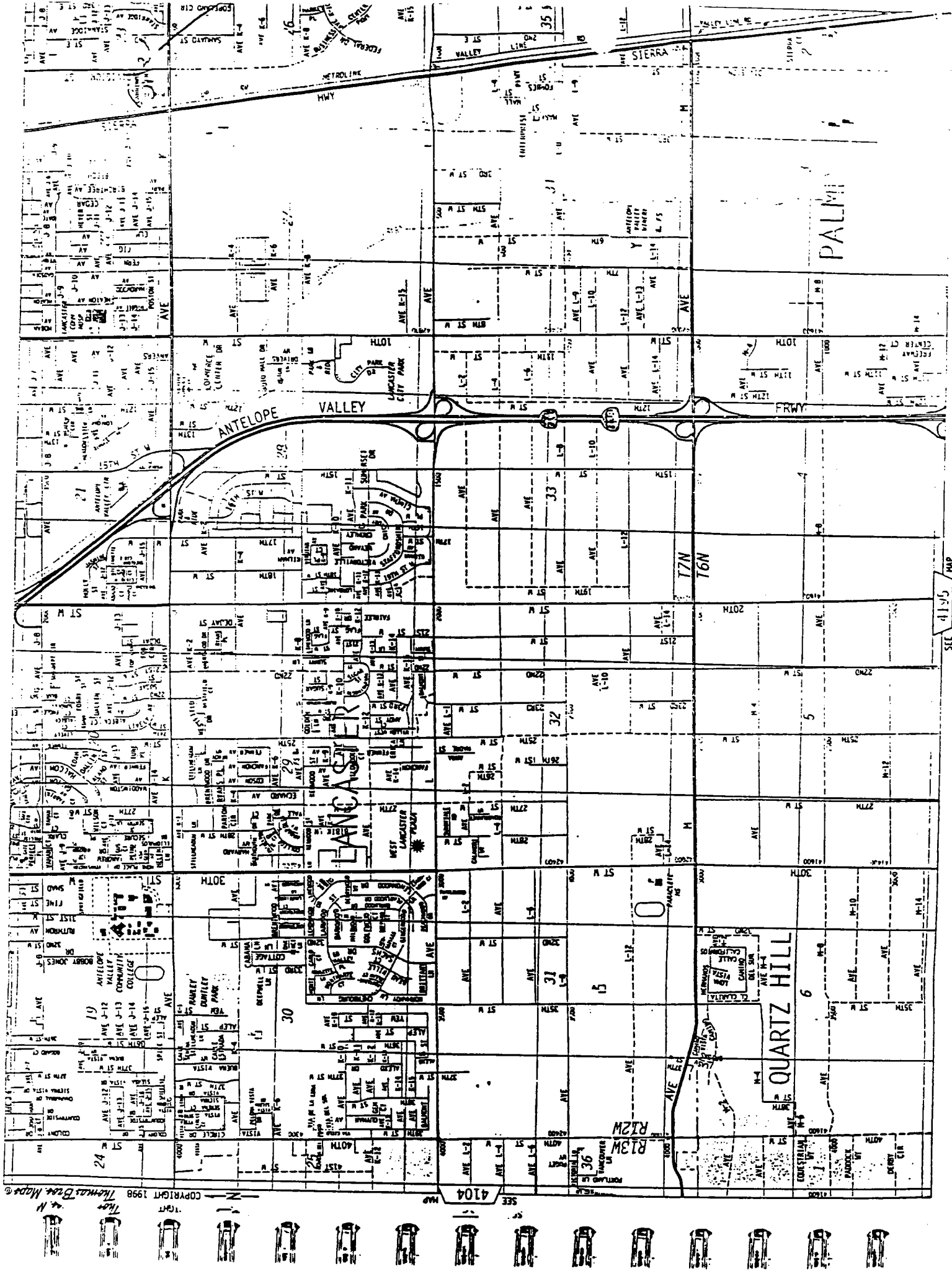
FOR PREV. ASS'M'T SEE:  
 3128 - 8

TRACT NO. 32548

M.B. 968 - 1 - 5

TRACT NO. 43820

M.B. 1054-61-62





SUPPORTIVE DATA

SUBJECT: FIVE-YEAR LEASE - PROBATION DEPARTMENT  
321 E. AVENUE K-4, LANCASTER  
ACCT. NO. 740A-97570

**BOARD PACKAGE**

- A. Lease Analysis Summary
- B. Lease Fact Sheet

(321remc)

CAO  
LEASING AND SPACE MANAGEMENT

LEASE ANALYSIS SUMMARY

Project No. 740A-97570 Tenant Dept. Probation Department Agent Carol Botdorf Date 3/16/99

LEASE PREMISES

Address 321 East Avenue K-4

City Lancaster

Sup Dist 5

LESSOR IDENTIFICATION

Name Dennis & Edith Oberman First Amended Inter Vivos Trust Agreement

Address C/O MDS Management, 16633 Ventura Blvd., Suite 1014

City Encino, CA 91436

Authorized Mgmt Agent MDS Management

Phone (818) 386-9898

Address 16633 Ventura Blvd., Suite 1014

City Encino CA 91436

LEASE OBLIGATIONS AND ANNUAL OCCUPANCY COST ANALYSIS\*\*

	A LESSOR	B COUNTY	TERMS AND CONDITIONS
*Cleaning Services	X \$ .91	— \$ —	Lease Term <u>5</u> Years
Supplies	—	—	Gr. Sq.ft. Leased <u>6,400</u>
*Electrical	X .07	—	Parking Spaces <u>30</u>
Lamps/Tubes	—	—	Monthly Base Rent \$ <u>8,157</u>
Systems	—	—	Additional Rent \$ <u>-0-</u>
*HVAC	X .22	—	Total Monthly Rent \$ <u>8,157</u>
Equipment	—	—	Annual Rent \$ <u>97,884.00</u>
Servicing	—	—	Total Term Rent \$ <u>489,420</u>
*Plumbing	X .04	—	Right to Cancel <u>Yes</u> , after <u>36</u> months
Exposed	X	—	<u>with 60 days prior written notice</u>
Concealed	X	—	Option to Renew <u>Yes</u> -One <u>5</u> year at
Waste System	—	—	<u>same terms</u>
*Elevators	—	—	Option to Purchase <u>None</u>
*Admin. Expense	X 1.04	X .20	Thomas Guide Reference <u>4105-J2</u>
*General Maint	X .29	—	Assessor's Parcel No <u>3126-031-046</u>
Interior			Zoning <u>Sp80-02Lr (Commercial)</u>
Floor Covering	X	—	Total Building Size <u>15,816</u>
Glass	X	—	Type of Building <u>Concrete Tilt-up</u>
Window Covering	X	—	Type of Walls <u>Concrete &amp; Drywall</u>
Repainting	X	—	Type of Ceiling <u>Acoustical</u>
Misc. Nonstructural	X	—	Type of Lighting <u>Fluorescent</u>
Exterior			Type of Floor <u>Cement</u>
Repainting	X	—	Type of Roofing <u>Composition</u>
Glass	X	—	* BOMA Date <u>1998</u>
*Fire/Life Safety	X .07	—	** Floor Space Cost per Sq.Ft.
*Rds/Grounds	X .67	—	A = Lessor's Obligations
*Roof/Basic Structural	X .14	—	B = County's Obligations
**Parking +	X .84	—	Cost of Living Adjustment <u>Annual</u>
*Utilities	X 2.18	—	CPI capped at <u>5%</u>
Electric	—	—	
Gas	—	—	
Water	—	—	GENERAL REMARKS
**Alterations ++	X 4.98	—	
*Insurance	X .48	—	
*Real Est. Taxes (Actual)	X .54	—	
SUBTOTAL	\$12.47	—	
BASIC SPACE RATE	\$ 2.82	—	
TOTALS	\$15.29	+ \$ .20 = \$ 15.49	

+ 30 parking spaces at \$15 per space per month  
++ \$128,000 in base allowance at 9% over 5 years

**CAO**

Department: Probation Subvention 0 % Job No. 740A-97570  
Address: 321 E. Avenue K-4 Sup. Dist 5  
Assessor's Parcel No. 3126-031-046

LEASE INFORMATION:

☒ New      ☐ Re-Lease      ☐ Amendment      ☐ Option to Renew  
 Alterations:      ☐ No      ☒ Yes      Cost \$128,000      Int. Rate 9%  
    ☐ Lump Sum  
    ☐ Amortized @ \$\_\_\_\_\_ per mo.  
    ☒ Included in Rental

Percent of building occupied by County Department(s): Approx. 40 %

Current assessed value: \$ 700,000  
 Latest real property tax amount: \$ 8,474.99  
 Amount of real property tax paid by County: \$ 0  
 No. of other County leases with proposed lessor: None

LEASE STRUCTURE: OPERATING VS. CAPITAL:

Estimated Market Value of Property:

Land:	\$ 240,000
Improvements:	\$ 632,000
Total:	\$ 872,000

PRESENT VALUE (PV) OF INCOME OVER TERM:

Monthly Base Rental Rate (NNN Basis) x discounted by PV% = Present Value

N/A (1) x N/A = N/A

Present Value Market

Estimated Market Value = % of Fair Market Value

= % (Operating Lease)

(1) Not applicable, County occupies only a portion of building

LEASE COST COMPARISON:

	<u>Monthly Lease Amount</u>	<u>No of Sq.Ft.</u>	<u>Cost per Sq.Ft.</u>
Proposed	\$ 8,157	6,400	\$ 1.275
Previous	\$ N/A		\$
Difference	\$		\$
% Change	%		\$

APPROVALS:

Board Office No. 5 Deputy: Dan Revetto Date: \_\_\_\_\_  
REMC Handout: 2/17/99 Project Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

(probcblfsd/brdltrs)  
(revised 6/2/98)